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For vesting the settled Estate of *John Williams*, Esq; in the County of *Essex*, in Trustees, to be sold for raising Money to discharge Incumbrances, and laying out the Surplus in the Purchase of Lands and Hereditaments, to be settled to the Uses limited of the said settled Estate;

 Deed by Indenture, bearing Date the Fourteenth Day of *May*, One thousand seven hundred and forty-six, and made, or mentioned to be made, between *John Williams* of *Lincoln's-Inn*, in the County of *Middlesex*, Esquire, and *Charlotte Maria Williams*, his Wife, (one of the Daughters and Co-Heirs of Sir *Anthony Thomas Abdy*, of *Felix-Hall*, in the Parish of *Kelvedon*, in the County of *Essex*, Baronet, deceased) of the one Part, and Sir *Robert Abdy* of *Stapleford Abbot*, in the said County of *Essex*, Baronet, since deceased, *John Abdy*, Esquire, afterwards Sir *John Abdy*, Baronet, eldest Son, and Heir apparent of the said Sir *Robert Abdy*, since deceased, and *Peter Delme*, of *Earl Stoke*, in the County of *Wilts*, Esquire, of the other Part: And, by a Fine levied in Pursuance of a Covenant or Agreement therein contained, One Undivided Fourth Part of the Manors of *Haverholme* and *Raykington*, with their Rights, Royalties, Members, and Appurtenances, and of divers Lands, Tenements, and Hereditaments, in the County of *Lincoln*, therein mentioned and described, Were, for the Considerations therein mentioned, conveyed, settled, and limited to the Use of the said *John Williams* and his Assigns, for his Life, without Impeachment of Waste, with Remainder to the said Sir *Robert Abdy*, *John Abdy*, afterwards Sir *John Abdy*, and *Peter Delme*, and their Heirs, during the Life of the said *John Williams*; Upon Trust, to preserve the contingent Remainders therein after limited: And, after the Decease of the said *John Williams*, to the Use of the said *Charlotte Maria Williams*, and her Assigns, for her natural Life, without Impeachment of Waste; with Remainder to the said Sir *Robert Abdy*, *John Abdy*, afterwards Sir *John Abdy*, and *Peter Delme*, and their Heirs, during the Life of the said *Charlotte Maria Williams*; Upon Trust, to preserve the contingent Remainders therein after limited: And, after the Decease of the said *Charlotte Maria Williams*, to the Use of the said Sir *Robert Abdy*, *John Abdy*, afterwards Sir *John Abdy*, and *Peter Delme*, their Executors, Administrators, and Assigns, for the Term of Five hundred Years, without Impeachment of Waste; Upon Trust, to raise such Portions and Maintenance for the younger Children of the said *John Williams*

Williams and Charlotte Maria his Wife, in Case of Issue male, as are therein mentioned: And from and immediately after the Determination of the said Term, and subject thereto, to the Use of the First, Second, Third, Fourth, Fifth, and all and every other the Son and Sons of the said John Williams, on the Body of the said Charlotte Maria his Wife, to be begotten successively in Tail-Male: And, in Default of such Issue, to the Use of all and every the Daughter and Daughters of the said John Williams, on the Body of the said Charlotte Maria Williams, to be begotten, and the Heirs of the Body and Bodies of such Daughter and Daughters respectively, to take as Tenants in Common, and not as Joint Tenants, with Cross Remainders over, in case of the Death of any one or more of the said Daughter or Daughters, without Issue, to the others, and other of them, and the Issue of her and their Body and Bodies, to take in like Manner as Tenants in Common, and not as Joint Tenants: And, in Default of all such Issue, to the Use of such Person and Persons, and for such Estates, Intents, and Purposes, and upon such Trusts, as the said Charlotte Maria Williams, at any Time thereafter, alone, and without the said John Williams, and notwithstanding her Coverture, should, by any Deed or Deeds, Writing or Writings, or by her last Will and Testament, or by any other Writing purporting to be her last Will and Testament, should declare, direct, limit, or appoint: And, in Default thereof, and subject thereto, to the Use of the Survivor of them, the said John Williams, and Charlotte Maria his Wife, his or their Heirs and Assigns for ever: In which said Indenture is contained a Proviso or Power for the said John Williams and Charlotte Maria his Wife, during their joint Lives, or for the Survivor of them, with the Consent of the Trustees therein named, to make Partition of, or to sell, or convey in Exchange, in lieu of other Lands, all or any Part of the said Premises; and, in order thereto, by any Deed or Deeds to revoke all the Uses, Trusts, and Estates therein before limited and created, of and concerning the same Premises, or any Part or Parts thereof; and by the same, or any other Deed or Writing, to limit, declare, direct, and appoint any other Use or Uses, Estate or Estates, Trust or Trusts of the said Premises, on any Part thereof, as should be thought necessary for such Partition, Sale, or Exchange.

Resolved, That the Money to arise by such Sale, or the Lands to be taken in Exchange for, or in lieu of the Lands and Hereditaments therein before mentioned, or any undivided, or other Part or Parts thereof, should be conveyed to the said Sir Robert Abdy, John Abdy, afterwards Sir John Abdy, and Peter Delme, to and upon such and the same Uses, upon such and the same Trusts, Intents, and Purposes, and charged or chargeable in such and the same Manner as were therin before expressed, touching the Manors, Lands, and Hereditaments therein before mentioned, or such of them as should be then existing, or capable of taking Effect.

And whereas, by Indentures of Lease and Release, bearing Date respectively the Seventh and Eighth Days of April, One thousand seven hundred and forty-nine, the Release being of four Parts, and made, or mentioned to be made, between the said John Williams and Charlotte Maria his Wife, by the Description of one of the two Daughters and Co-Heirs of Sir Anthony Thomas Abdy, late of Felix-Hall, in the County of Essex, Baronet, deceased, by Dame Charlotte, his Second Wife, also deceased, of the First Part; Elizabeth Abdy, of Elbham, in the County of Kent, Spinster, the other of the Two Daughters, and Co-Heirs of the said Sir Anthony Thomas Abdy, by the said Dame Charlotte, of the Second Part; Thomas Bramston, of Skreens, in the Parish of Boxwell, in the said County of Essex, Esquire, and James Boys, of Layer, in the said County of Essex, Esquire, (who survived Sir Samuel Barnardiston, late of Ketton, in the County of Suffolk, Baronet, deceased) and also the said Sir Robert Abdy, Baronet, of the Third Part; and the said John Abdy, then Sir John Abdy, Baronet, and Peter Delme, Esquire, of the Fourth Part: After reciting, (amongst other Things) that the Manor of Filo's Hall, alias Felix Hall, and divers Lands and Hereditaments in the County of Essex, therein mentioned to have been devised by the Will of the said Sir Anthony Thomas Abdy to be sold, had not been sold, it having been agreed by the said John Williams and Charlotte Maria his Wife, and the said Elizabeth Abdy, that the same should not be sold: And, that a Sum of Two thousand Pounds, directed to be raised out of the Money to arise by the Sale of the said Premises, by the Will of the said Sir Anthony Thomas Abdy, for the Portions of the said Charlotte Maria and Elizabeth, should not be raised; and that the Sum of Five thousand Pounds, therein mentioned to be then due on a Mortgage, in Fee of the said Premises, unto Sir John Norris, Joseph Kirke, and Richard Symons, should continue as an Incumbrance thereon: And also reciting, That the said John Williams and Charlotte Maria his Wife, with the Consent and Approbation of the said Sir John Abdy and Peter Delme, had agreed to exchange with the said Elizabeth Abdy, the said One Undivided Fourth Part of the

the Manors and Premises in the County of *Lincoln*, comprised in the said recited Indenture of the Fourteenth of *May*, One thousand seven hundred and forty-six, for all her, the said *Elizabeth Abdy's*, Moiety of the said Manor and Premises in the County of *Essex*: And that it had been agreed between all the Parties to the said Indenture, That the Entire Manor of *Filol's Hall*, otherwise *Felix Hall*, and the Messuages, Farms, Lands, Tenements, and Hereditaments in the County of *Essex*, therein after conveyed and assured, and covenanted to be surrendered, together with the Sum of One thousand one hundred Pounds, therein after mentioned to be paid by the said *Elizabeth Abdy* for Equality of Partition, should be settled and conveyed to the same Uses, upon the same Trusts, and for the same Ends, Intents, and Purposes, and charged and chargeable in the same Manner, and under and subject to the same Powers, Provisoes, Conditions, and Agreements, as were limited and expressed, of and concerning the Undivided Fourth Part of the Manors, Lands, and Hereditaments in the said County of *Lincoln*, conveyed and assured by the said Indenture of the Fourteenth Day of *May*, One thousand seven hundred and forty-six, freed and discharged of and from the said Sum of Two thousand Pounds, directed to be raised for the Portions of the said *Charlotte Maria Williams* and *Elizabeth Abdy*, but (subject nevertheless to the Payment of the said Mortgage Debt of Five thousand Pounds) in lieu and full Satisfaction of, and as an Equivalent for her, the said *Charlotte Maria Williams's* Undivided Fourth Part of, and in all and every the Manors, Messuages, Lands, Tenements, Rectory-Tythes, Advowson, and Hereditaments in the said County of *Lincoln*, comprised in the said Deed of the Fourteenth of *May*, One thousand seven hundred and forty-six, and that the said *Elizabeth Abdy* should, from thenceforth, have, hold, and enjoy, to her and her Heirs for ever, the said Undivided Fourth Part of, and in the said several Manors, Messuages, Lands, Tenements, Rectory-Tythes, Advowson, and Hereditaments in the said County of *Lincoln*, therein after limited, to the Use of her and her Heirs; (in lieu and in full Satisfaction of, and for the Undivided Moiety of the said *Elizabeth Abdy*, of, and in the said Manor, Messuages, Farms, Lands, Tenements, and Hereditaments in the said County of *Essex*:) And that the said *Elizabeth Abdy* should, from thenceforth, have, hold, and enjoy, the said One Undivided Moiety, or Half-part of the said Manors and Premises in the County of *Lincoln*, of which the said Sir *Anthony Thomas Abdy* died seized, to her, her Heirs and Affigns, discharged from the said Two thousand Pounds directed to be raised for the Portions of the said *Charlotte Maria Williams* and *Elizabeth Abdy*, by One Indenture of the Third of *January*, One thousand seven hundred and twenty-one, therein recited and referred to, and of and from the Uses, Trusts, Powers, Provisoes, and Agreements mentioned in the said Indenture of the Fourteenth Day of *May*, One thousand seven hundred and forty-six, concerning the same Undivided Fourth Part: And further reciting, that the said *Elizabeth Abdy*, in Pursuance of the said recited Agreement, had paid to the said Sir *John Abdy* and *Peter Delme*, or one of them, the said Sum of One thousand one hundred Pounds, in full for such Equality or Partition as aforesaid. It is witnessed, That in Pursuance of the said Agreement, and in order for the revoking all the Uses, Estates, and Trusts limited by the said Indenture of the Fourteenth of *May*, One thousand seven hundred and forty-six, so far as the same related to the Undivided Fourth Part of the Manors, Hereditaments, and Premises, in the said County of *Lincoln*, and for conveying and assuring the same unto, and to the Use of the said *Elizabeth Abdy* and her Heirs; they, the said *John Williams* and *Charlotte Maria* his Wife, in Pursuance of the said Proviso, or Power of Revocation in the said Indenture of the Fourteenth of *May*, One thousand seven hundred and forty-six, contained and reserved to them, and by Virtue, and in Pursuance of all other Powers to them reserved, or them enabling in that Behalf, did, with the Consent and Approbation of the said Sir *John Abdy* and *Peter Delme*, absolutely revoke and make void all and every the Use and Uses, Estates and Trusts, in the said Indenture of the Fourteenth of *May*, One thousand seven hundred and forty-six, limited, expressed, and declared, of and concerning the said undivided Fourth Part of the said Manors, Messuages, Lands, Tenements, Rectory-Tythes, Advowson, and Hereditaments in the said County of *Lincoln*: And, in further Prosecution of the said Agreement, they, the said *John Williams* and *Charlotte Maria* his Wife, did (with the like Consent and Approbation) limit, declare, direct, and appoint the said Undivided Fourth Part of the said Manors, Messuages, Lands, and Hereditaments in the said County of *Lincoln*, unto, and to the only proper Use and Behoof of the said *Elizabeth Abdy*, her Heirs and Affigns for ever: And, in further Performance of the said Agreement so made between the said *John Williams* and *Charlotte Maria* his Wife, and *Elizabeth Abdy*, and for conveying, settling, and assuring the said Manor of *Felix Hall*, and all other the said Premises in the said County of *Essex*, to the Uses, upon the Trusts, and under the Powers, Provisoes, and Agreements limited, expressed,

pressed, and declared, of and concerning the said Undivided Fourth Part of the Manors and Premises in the County of *Lincoln*, in and by the said Indenture of the Fourteenth of *May*, One thousand seven hundred and forty-six, the Ules whereof were thereby revoked; they, the said *Thomas Bramston* and *James Boys*, (with the Consent of the said *John Williams* and *Charlotte Maria* his Wife, and of *Elizabeth Abdy*, testified as therein is mentioned) and also the said *John Williams* and *Charlotte Maria* his Wife, and *Elizabeth Abdy*, did grant, bargain, sell, release, and confirm unto the said Sir *John Abdy* and *Peter Delme*, and their Heirs: All that the Manor of *Filol's Hall*, alias *Felix Hall*, or by whatsoever other Name or Names the same was then, or had been called or known, with the Rights, Members, and Appurtenances thereof, in the said County of *Essex*, and all that capital Messuage, or Mansion-house, called *Filol's Hall*, alias *Felix Hall*, with the Orchard, Garden, and Lands thereunto belonging, or accepted, reputed, taken or known as Part, Parcel, or Member thereof, or therewith used, occupied, or enjoyed, and all thole Sixteen Acres of Pasture-ground, and all those Five Pieces or Parcels of Meadow-ground, commonly called or known by the several Names of *Woodham's Meadow*, *Loch Meadow*, *Painters Meadow*, *Dobernall Meadow*, and *Allen's Meadow* in *Kelvedon*, and *Much Braxted*, or one of them, in the said County of *Essex*; and all that Wood, commonly called or known by the Name of *Round-Wood*, with the Appurtenances, containing by Estimation Four Acres, be the same more or less; and also the Spring, or Wood, called the *Long-Spring*, with the Appurtenances, and all those several Woods or Wood-grounds, with the Appurtenances, containing by Estimation One hundred and sixty Acres, be the same more or less: All which said Woods, and Wood grounds, are situate, lying, and being in *Kelvedon* aforesaid; which said capital Messuage, Lands, Woods, and Premises, theretofore were in the Tenure or Occupation of the said Sir *Anthony Thomas Abdy*; and all that Messuage or Tenement, and Farm, commonly called or known by the Name of the *Home Farm*, with the Appurtenances; and all those several Closes, Pieces, or Parcels of Arable, Meadow, or Pasture-ground, therein after mentioned, to the said Messuage belonging, or with the same let or occupied; that is to say, All that Close, commonly called or known by the name of the *Hall-Field*, containing by Estimation Sixty-seven Acres, two Roods, and Fourteen Perches, be the same more or less; and all that Close, commonly called by the Name of the *Mole-Hill Lays*, containing by Estimation Seventeen Acres and Twenty-two Perches, be the same more or less; and all that Close, commonly called or known by the name of *Little Small Crofts*, containing by Estimation Eleven Acres, be the same more or less; and all that Close, commonly called or known by the Name of *Barnfield*, containing by Estimation Thirty Acres, be the same more or less; which said Messuage, Farm, and Closes, are situate, lying, and being in *Kelvedon* aforesaid, and theretofore were in the Tenure or Occupation of *William Raven*, his Assignee or Assigns, Under-tenant or Under-tenants, at the yearly Rent of Eighty Pounds, or thereabouts; and all those several Closes, Pieces, or Parcels, of Arable, Meadow, or Pasture-ground in *Kelvedon* aforesaid, thereafter mentioned; that is to say, Three Closes, commonly called or known by the Name of *Harding-Hills*, one of them containing by Estimation Two Acres, One Rood, and Twelve Perches, be the same more or less, and the other of them containing by Estimation Eight Acres, One Rood, and Thirty-four Perches, be the same more or less, and the other of them, containing by Estimation Seven Acres, Three Roods, and Thirty-five Perches, be the same more or less; all that Close, commonly called or known by the Name of *Panter's Lands*, containing by Estimation Thirty Acres, be the same more or less; all that Close, commonly called or known by the Name of *Woodfield*, containing by Estimation Seven Acres, and One Rood, be the same more or less; and all that Close, commonly called or known by the Name of *Pasture-Close*, containing by Estimation One Acre, One Rood, and Sixteen Perches, be the same more or less; and all that Close, commonly called or known by the Name of *The Five Acres*, containing by Estimation Six Acres, One Rood, and Ten Perches, be the same more or less; and all that Close, commonly called or known by the Name of *The Slade Pasture*, containing by Estimation One Acre and Two Perches, be the same more or less; and all that Close, commonly called or known by the Name of *Fan's Pasture*, containing by Estimation Six Acres, be the same more or less; and all those Two Closes, commonly called or known by the Name of *Hollibolis*, the one of them containing by Estimation Six Acres, Three Roods, and one Perch, and the other of them Nine Acres and one Perch, be the same more or less; and all that Close, commonly called or known by the Name of *Roundfield*, containing by Estimation Fourteen Acres, Two Roods, and Thirteen Perches, be the same more or less; and all that Close, commonly called or known by the Name of *Lower Lays*, containing by Estimation Eleven Acres, Two Roods, and Two Perches, be the same more

more or less, or by whatsoever other Name or Names the said Closes, Pieces, or Parcels of Ground, or any of them, are called or known; which said last mentioned Closes, Pieces, or Parcels of Ground, theretofore were in the Tenure or Occupation of *Thomas Picknett*, his Assignee or Assigns, Under-tenant or Under-tenants, at the yearly Rent of Fifty Pounds, or therereabouts; and all that Messuage or Tenement, and Farm, commonly called or known by the Name of *Porter's Farm*, with the Orchards, Yards, and Gardens thereto belonging, or thereunto used; and all those several Closes, Pieces, or Parcels of Arable, Meadow, or Pasture Ground, therein after mentioned; that is to say, all that Close, commonly called or known by the Name of *The Little Crops*, alias *Crips*, containing by Estimation Four Acres and Thirty-eight Perches, be the same more or less; all that Close, commonly called or known by the Name of *Crops*, alias *Crips Meadow*, containing by Estimation Two Acres, one Rood, and Twenty-three Perches, be the same more or less; and all that Close, commonly called or known by the Name of *Great Crops*, alias *Crips*, containing by Estimation Seven Acres, One Rood, and Twenty-three Perches, be the same more or less; and all that Close, commonly called or known by the Name of *Priest-Land*, containing by Estimation Nine Acres, two Rods, and Nineteen Perches, be the same more or less; and all that Close, commonly called or known by the Name of *Little Barnfield*, containing by Estimation Six Acres, Two Rods, and Four Perches, be the same more or less; and all that Close, commonly called or known by the Name of *Great Barnfield*, containing by Estimation Sixteen Acres, One Rood, and Thirty-one Perches, be the same more or less; and all that Close, commonly called or known by the Name of *The Croft*, containing by Estimation One Acre, one Rood, and Seven Perches, be the same more or less; and all that Close, commonly called or known by the Name of *Kitchen-Field*, containing by Estimation Eight Acres, One Rood, and Fifteen Perches, be the same more or less; and all that Close, commonly called or known by the Name of *Long-Field*, containing by Estimation Seven Acres and Two Rods, be the same more or less; and all that Close, commonly called or known by the Name of *Barnfield*, containing by Estimation Six Acres, Two Rods, and Twenty-one Perches, be the same more or less; and all that Close, commonly called or known by the Name of *Free-Croft*, containing by Estimation One Acre, Three Rods, and Nineteen Perches, be the same more or less; which said last-mentioned Messuage or Tenement, and Farm, together with the copyhold Lands therein after mentioned, called *Buzzcroft* and *Boggas*, theretofore were in the Tenure or Occupation of *James Levett*, his Assignee or Assigns, Under-tenant or Under-tenants, at and under the yearly Rents of Fifty Pounds, or therereabouts; and all those several Closes therein after mentioned, called *Park-Lands*; that is to say, One Close, commonly called or known by the Name of *Barnfield*, containing by Estimation Twenty-seven Acres and Twenty-four Perches, be the same more or less; One Close, commonly called or known by the Name of *Stephen's Croft*, containing by Estimation Nine Acres and Thirteen Perches, be the same more or less; One Close, commonly called or known by the Name of *Great Holland*, containing, by Estimation, Three Acres, Two Rods, and Twenty-nine Perches, be the same more or less; One Close, commonly called or known by the Name of *Little Holland*, containing, by Estimation, One Acre and Two Rods, be the same more or less; One Close, commonly called or known by the Name of *Stubby Grove*, containing, by Estimation, Twenty Acres, Three Rods, and Fourteen Perches, be the same more or less; One Close, commonly called or known by the Name of *Cutler's Croft*, containing, by Estimation, Twenty Acres and Fifteen Perches, be the same more or less; One Close, commonly called or known by the Name of *Conneberries*, containing, by Estimation, Thirteen Acres, One Rood, and Three Perches, be the same more or less, or by whatsoever other Name or Names, the said Messuage or Tenement, Farm, and Closes, or any of them was, or were called or known; which said Closes were lying and being in *Kelvedon* aforesaid, and theretofore were in the Tenure or Occupation of *James Levett*, his Assignees or Assigns, Under-tenant, or Under-tenants, at the yearly Rent of Sixty Pounds, or therereabouts; and all that Messuage or Tenement, and Farm, with the Orchard thereto belonging, and all those Five Crofts, one of them containing, by Estimation, Two Acres, Two Rods, and Eight Perches, be the same more or less; another of them, containing, by Estimation, Two Acres, Three Rods, and Seventeen Perches, be the same more or less; another of them containing, by Estimation, Three Acres, One Rood, and Twenty-three Perches, be the same more or less; another of them containing, by Estimation, Four Acres, Three Rods, and Thirty-six Perches, be the same more or less; and the other of them containing, by Estimation, Thirteen Acres, Three Rods, and Six Perches, be the same more or less: And all those several Closes, Pieces, or Parcels, of Arable, Meadow, or Pasture Ground, hereafter mentioned, (that is to say) One Close, commonly called

called or known by the Name of *Parkfield*, containing by Estimation, Ten Acres, Three Roods, and Thirty-seven Perches, be the same more or less; One Close, commonly called or known by the Name of the *Hop-Ground*, containing by Estimation, Two Acres, One Rood, and Eleven Perches, be the same more or less; One Close, commonly called or known by the Name of *Mole-Hill-Lays*, containing by Estimation, Fifteen Acres, Two Roods, and Ten Perches, be the same more or less: Two Closes, commonly called or known by the Name of *Harding-Hills*, the One of them containing by Estimation, Twenty-six Acres, Three Roods, and Thirty-four Perches, and the other of them Fifteen Acres, and Twenty-nine Perches, be the same more or less: And One Close, commonly called or known by the Name of *Small-Crofts*, containing by Estimation, Fifteen Acres, and Twenty-nine Perches, be the same more or less, or by whatsoever other Name or Names, the said Closes or Premises, or any of them is, or are called or known, which said last-mentioned Messuage or Tenement, Farm, Crofts and Premises, were situate, lying, and being in *Kelvedon* aforesaid, and theretofore were in the Tenure or Occupation of the Widow *Henlott*, her Assignee or Assigns, Under-Tenant or Under-Tenants, at the Yearly Rent of Fifty Pounds, or thereabouts: And all that Messuage or Tenement, and Farm, with the Orchard thereunto belonging, and the Pasture before the House, containing by Estimation, Four Acres, One Rood, and Twenty-six Perches: And all those several Closes, Pieces or Parcels, of Arable, Meadow, and Pasture Ground, thereafter mentioned: (that is to say) One Close, commonly called or known by the Name of *Bundock's-Fields*, containing by Estimation, Fifteen Acres, Two Roods, and Thirty-six Perches, be the same more or less; One Close, commonly called or known by the Name of *Cockpits*, containing by Estimation, Fifty-seven Acres, Three Roods, and Ten Perches, be the same more or less; Six Closes, commonly called or known by the Name of *Park-Fields*, One of them containing by Estimation, Nine Acres, Two Roods, and Seventeen Perches, another of them Five Acres Two Roods, and Sixteen Perches, another of them Four Acres, Two Roods, and Two Perches, another of them Thirteen Acres, Two Roods, and Eight Perches, another of them Fourteen Acres and Two Perches, and the other Eight Acres, Two Roods, and Sixteen Perches, be the same more or less; And One Close, commonly called or known by the Name of *Rowley-Lane-Meadow*, containing by Estimation, Eight Acres, Two Roods, and Sixteen Perches, be the same more or less, or by whatsoever other Name, or Names, the said Closes, or any of them, was or were called or known; which said last-mentioned Messuage or Tenement, Farm, and Premises, are situate, lying, and being in *Kelvedon* aforesaid, and theretofore were in the Tenure or Occupation of *Dionysius Chaplin*, his Assignee or Assigns, Under-Tenant or Under-Tenants, at the Yearly Rent of Seventy Pounds, or thereabouts. And all that Messuage, Tenement, or Inn, commonly called or known by the Name, or Sign of the *Angel*, situate, and being in *Kelvedon* aforesaid: And all that Piece, or Parcel of Meadow, or Pasture-Ground, to the said Messuage or Inn, belonging, or therewith used, commonly called or known by the Name of the *Angel-Meadow*, lying, and being in the Parish of *Infold*, alias *Inworth*, in the said County of *Essex*, which said Messuage or Inn, and Parcel of Meadow, then, or late were, in the Tenure or Occupation of *Mary Bowers*, Widow, Her Assignee or Assigns, Under-Tenant or Under-Tenants, at the yearly Rent of Thirty Pounds, or thereabouts, together with all and singular Messuages, Houses, Tofts, Edifices, Buildings, Barns, Stables, Cottages, Dove-houses, Orchards, Gardens, Lands, Tenements, Meadows, Leafows, Feedings, Pastures, Commons, Wastes, Trees, Woods, Under-Woods, Rents, Quit-Rents, Fee-Farm-Rents, Heaths, Furzes, Moors, Marshes, Waters, Fishings, Rents, Reversions, Services, Courts-Leet, Courts-Baron, View of Frank-Pledge, Profits of Courts, Waifs, Estrays, Goods and Chattels of Felons, Fugitives, and Outlaws, Reliefs, Escheats, Fines, Amerciaments, Heriots, Rights, Jurisdictions, Liberties, Franchises, Privileges, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, to the said Manor, capital Messuage, Messuages, Lands, Tenements, Hereditaments, and Premises; or to any of them belonging, or in any wise appertaining or accepted, reputed, taken, or known, as Part, Parcel, or Member thereof, or therewith used, occupied or enjoyed: And all, and singular other, the Freehold Messuages, Lands, Tenements, and Hereditaments whatsoever, of the said *John Williams*, and *Charlotte Maria* his Wife, and *Elizabeth Abdy*, any or either of them, situate, lying, and being in the Towns, Parishes, Hamlets, Fields, Precincts, or Territories of *Feering*, *Esterford*, *Keldon*, alias *Kelvedon*, *Braxford*, *Infold*, alias *Inworth*, *Coggeshall Magna*, and *Coggeshall Parva*, every or any of them in the said County of *Essex*: And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits, of the said Manor, Messuages, Farms, Lands, Tenements, Hereditaments and Premises; and of every Part and Parcel thereof. To hold unto the said Sir *John Abdy*, and *Peter Delme*, their

their Heirs and Assigns. To such and the same Uses, upon such and the same Trusts, and to and for such and the same Ends, Intents, and Purposes, and charged and chargeable in the same Manner, and under the same Powers, Provisoes, Conditions, and Agreements, as were limited, expressed, and declared of, and concerning the said One undivided Fourth Part, of the Manors and Premises, in the said County of *Lincoln*, comprised in the said recited Indenture, of the Fourteenth of May, One thousand seven hundred and Forty-six, subject, nevertheless, to the Payment of the said Sum, of Five thousand Pounds, and Interest secured by the said Mortgage, to the said Sir *John Norris*, *Joseph Kirke*, and *Richard Symons*: And in further Performance of the said recited Agreement, so made between the said *John Williams*, and *Charlotte Maria*, his Wife, and *Elizabeth Abdy*; and for confirming the said Partition, so made between them: The said *John Williams* for himself, and the said *Charlotte Maria* his Wife, and her Heirs, Executors and Administrators, and the said *Elizabeth Abdy* for herself, her Heirs, Executors, and Administrators, did thereby severally covenant and grant, to and with the said Sir *John Abdy*, and *Peter Delme*, their Heirs and Assigns, that they, the said *John Williams*, and *Charlotte Maria* his Wife, or her Heirs, and the said *Elizabeth Abdy*, or her Heirs, and all other Persons having, or lawfully claiming, any Estate or Interest of, into or out of the Copy-hold, or Customary-Lands, and Hereditaments, called *Churcb-Mead* and *Boggas*, within, or holden of the Manor of *Kelvedon*, alias *Churcb-Hall*, in the said County of *Essex*, from, by, or under them, any or either of them, should and would forthwith surrender, into the Hands of the Lord of the same Manor, according to the Custom of the said Manor, all and singular, the same Hereditaments and Premises, to such and the same Uses, and upon such and the same Trusts, and for such and the same Ends, Intents, and Purposes, and charged and chargeable in the same Manner, and under the same Provisoes, Powers, Conditions, and Agreements, as were limited, expressed and declared, of and concerning the Manors, Lands, and Hereditaments, in and by the said recited Indenture, of the Fourteenth of May, One thousand seven hundred and Forty-six; or as near thereto, as the Custom of the said Manor would admit.

And whereas, the principal Sum of Five thousand Pounds, secured by Mortgage to the said Sir *John Norris*, *Joseph Kirke*, and *Richard Symons*, as aforesaid, was by them advanced, and lent on such Mortgage, on or about the Sixteenth Day of *April*, One thousand seven hundred and forty-one, and did consist of the principal Sum of Four thousand Pounds, which Dame *Elizabeth Sbovell*, late of *Maryplace* in the County of *Kent*, Widow, did, by her last Will and Testament in Writing, dated the Twelfth Day of *October*, One thousand seven hundred and twenty-six, give and devise unto the said Sir *John Norris*, *Joseph Kirke*, and *Richard Symons*, upon Trust for her Grand-daughter the Honourable *Harriot Marsham*, in such Manner as therein is mentioned; and of the Sum of One thousand Pounds, which had arisen from the Interest, Increase, and Improvement of the said Legacy or Sum of Four thousand Pounds: And thereupon by Indentures of Lease and Release, bearing Date respectively the Fifteenth and Sixteenth Days of *April*, One thousand seven hundred and forty-one, the Indenture of Release being Quinquepartite, and made or mentioned to be made, between the Right Honourable Sir *Edmund Probyn*, Knight, Lord Chief Baron of his Majesty's Court of Exchequer at *Westminster*, of the first Part; the Honourable *Elizabeth Marsham*, Spinster, of the second Part; the said Sir *John Norris*, *Joseph Kirke*, and *Richard Symons*, by the several Descriptions therein mentioned, of the third Part; the Right Honourable *Elizabeth Countess of Hyndford*, late *Elizabeth Lady Romney*, of the fourth Part; and the said Sir *Robert Abdy*, and also *Thomas Bramston*, Esquire, and *James Boys*, Esquire, therein named, of the fifth Part. After reciting divers Conveyances and Assurances, and other Matters, whereby, or by Means whereof, the said Manor of *Filol's Hall*, otherwise *Felix Hall*, and other the Premises, were become, and then were vested in the said Sir *Edmund Probyn*, his Heirs and Assigns, in Trust for the said *Elizabeth Marsham*, her Heirs and Assigns, subject to Redemption by the said Sir *Robert Abdy*, *Thomas Bramston*, and *James Boys*, on Payment of the Sum of Five thousand Pounds, and Interest for the same in Manner therein mentioned. The said Manor and Premises were, in Consideration of the Sum of Five thousand Pounds, mentioned in the said Indenture of Release, to be paid to the said *Elizabeth Marsham*, by the said Sir *John Norris*, *Joseph Kirke*, and *Richard Symons*, and for other the Considerations therein expressed, conveyed and assured by the said Sir *Edmund Probyn*, by the Direction of the said *Elizabeth Marsham*, and ratified and confirmed by the said Sir *Robert Abdy*, *Thomas Bramston*, and *James Boys*, unto and to the Use of the said Sir *John Norris*, *Joseph Kirke*, and *Richard Symons*, their Heirs and Assigns for ever, subject to Redemption on Payment by the said Sir *Robert Abdy*, *Thomas Bramston*, and *James Boys*, their Heirs, Executors, or Administrators, of the Sum of One hundred

forty-seven Pounds seventeen Shillings and nine-pence, to the said *Elizabeth Marham*, on the Fifteenth Day of *May* then next ensuing, for the Interest of the said Five thousand Pounds due to her on the Day of the Date of the said Indenture of Release; and of the Sum of Five thousand two hundred and twenty-five Pounds, unto the said Sir *John Norris*, *Joseph Kirke*, and *Richard Symons*, on the Trusts mentioned in the said Will of the said Dame *Elizabeth Shovell*, at such Times, and in such Manner as in the said Indenture of Release are mentioned.

And whereas the said Sum of One hundred forty-seven Pounds seventeen Shillings and nine-pence, was paid to the said *Elizabeth Marham*, but the principal Sum of Five thousand Pounds, and some Interest for the same, doth now remain due and owing on the said Mortgage or Security, so made to the said Sir *John Norris*, *Joseph Kirke*, and *Richard Symons*, as aforesaid.

And whereas, at the Time of the said Exchange, the said Manor, Hereditaments, and Premises, in the said County of *Essex*, were estimated and computed, to be of the Value of Twelve thousand eight hundred and eighty-two Pounds, Eleven Shillings and Three Pence, (including the Mansion-House called *Felix Hall*, which was valued at Five hundred Pounds; and the Timber growing upon the Premises, which was likewise valued at One thousand five hundred and forty Pounds, and Nine Pence) and which, with the One thousand one hundred Pounds, paid by the said *Elizabeth Abdy*, for Equality of Partition, amounted together to Thirteen thousand nine hundred and eighty-two Pounds, Eleven Shillings and Three Pence.

And whereas the said *John Williams*, and *Charlotte Maria* his Wife, have Issue between them, Two Sons, namely, *John Williams*, and *James Williams*, now living, both Infants, and no other Children.

And whereas, since the said Exchange, so made and compleated as aforesaid, the said *John Williams*, finding the said Mansion-House called *Felix Hall*, much out of Repair, and in a decaying Condition, did erect and build a New Mansion-House, and Offices to the same belonging, and therein, and in repairing, and improving the Farms and Lands, so settled as aforesaid: He did lay out and expend the Sum of Four thousand Pounds, and upwards.

And whereas the said *John Williams*, by reason of such Sum of Money, so expended and laid out as aforesaid, and to answer other the necessary Occasions of himself and Family, hath contracted several Debts, amounting to the Principal Sum of Six thousand Pounds, and upwards (exclusive of the Sum of Five thousand Pounds, so charged by Mortgage, on the said settled Estate as aforesaid) the greatest Part whereof, carries a high Rate of Interest, whereby and by the Methods which may be used, and taken for the recovering the same, and the Expences and other ill Consequences incident thereto; great Inconvenience may fall upon the said *John Williams* and his Family, and as it may on that Account be highly necessary, that as well the said Five thousand Pounds Mortgage Debt, as other the said Debts and Incumbrances of the said *John Williams*, should be forthwith paid and discharged: The said *John Williams*, for the Repose and Preservation of himself and Family, is desirous that the said settled Estate, in the County of *Essex*, may be forthwith sold and disposed of; and the said *Charlotte Maria Williams* his Wife, hath consented and agreed, that such Sale should be effected and carried into Execution.

And whereas the said *John Williams* humbly apprehends, and is advised, that by the rebuilding the said Mansion-House, and making such Improvements as aforesaid, and from the Price which Lands now bear; the said Mansion-House and settled Estate, will now sell for the Sum of Twenty-one thousand four hundred and ninety Pounds, and upwards: And therefore he is desirous that the Sum of Five thousand Pounds, may be first taken out of the Money, to arise by Sale thereof, and applied in Discharge of the said Mortgage Debt, due on the said settled Estate as aforesaid, and in the next Place, the Sum of Six thousand Pounds, to be applied towards Payment of his Debts, and subject thereto, that the Residue of the said Purchase-Money, which is computed, will amount to Ten thousand four hundred and ninety Pounds, or upwards, being more, by One thousand five hundred and seven Pounds, Eight Shillings and Nine Pence, than the same settled Estate, and the Eleven hundred Pounds paid for Equality of Partition, was valued at the Time of the Exchange, after Payment of the said Mortgage-Debt of Five thousand Pounds, shall be laid out in the Purchase of Lands, and Hereditaments, to be settled to the same Uses, as the said settled Estate doth now stand settled and limited: And, in order to make a further Recompence to the said *Charlotte Maria* his Wife, and his Issue Male by her, for the Prejudice that may accrue to them, by the Application of the said Sum of Six thousand Pounds, Part of the Money to arise by Sale of the said settled Estate: He the said *John Williams* doth propose, and is willing to give up, settle, and secure the following

following Equivalent, *viz.* First, To waive and divest himself of his Power, to commit Waste, which is annexed to his Estate for Life, by the last recited Settlement, and which from the Valuation of the Timber, and Wood, now standing and growing upon the said settled Estate, (exclusive of the Increase and Improvement that may during his Life, be reasonably supposed to happen and arise in the same) is computed to amount to the Sum of Two thousand six hundred Pounds, or upwards. And Secondly, To settle and secure out of the Rents and Profits of the Estate, to be purchased with the Residue of the Money, to arise by such Sale as aforesaid, during the natural Life of him, the said *John Williams*, the yearly Sum of Two hundred Pounds also, from Time to Time laid out in the Purchase of Lands, to be settled in such manner as herein before is mentioned, which yearly Sum of Two hundred Pounds, upon the most reasonable Calculation, is Estimated to be worth at least Two thousand Pounds: But altho' such Equivalent so proposed, will be a full and ample Recompence to the said *Charlotte Maria Williams*, and her Issue by the said *John Williams*, for any Prejudice that might accrue to them, by Sale and Disposition of the said settled Estate; and the Application of the said Sum of Six thousand Pounds, for Payment of the Debts of the said *John Williams*, besides the One thousand one hundred Pounds, paid for Equality of Partition; yet by reason of the Limitations contained in the said last mentioned Settlement, and the Infancy of the Sons of the said *John Williams*; the said settled Estate cannot be sold or disposed of, nor a good Title made to a Purchaser, or Purchasers thereof, without the Aid and Authority of Parliament: Wherefore, your Majesty's Most Dutiful and Loyal Subjects, the said *John Williams* and *Charlotte Maria* his Wife, for themselves, and on the Behalf of *John Williams*, and *James Williams*, their two Infant Sons: Do most humbly beseech Your Most Excellent Majesty, That it may be *Enacted*: And be it *Enacted* by the King's Most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Manor of *Filol's-Hall*, alias *Felix-Hall*, or by whatsoever other Name or Names, the same heretofore was or is now called or known, with the Rights, Members, and Appurtenances thereof; and the new-erected capital Messuage or Mansion-House, called *Filol's-Hall*, alias *Felix-Hall*, with the Gardens, Orchards, Lands, and Hereditaments thereto belonging, or therewith used, occupied or enjoyed; and all and every the Freehold Messuages, Farms, Lands, Tenements, Woods, Wood-Grounds, Rents, Hereditaments, and Premises, situate, and being in the said County of *Essex*, which in and by the said recited Indentures of Lease and Release; of the seventh and eighth days of April, One thousand seven hundred and forty-nine, herein before recited, and the Fine levied in Puruance thereof, were conveyed, settled, limited, and assured, or mentioned, or intended to be conveyed, settled, limited, and assured, to the Uses, and for the Purposes therein expressed, with their and every of their Rights, Royalties, Members, and Appurtenances: And the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits, of all and singular the same Premises, shall from and after the day of One thousand seven hundred and sixty-one, be settled upon and vested in, and the same are hereby, from thenceforth settled upon and vested in

of and of

their Heirs and Affigns, to the Use of the said and

their Heirs and Affigns, freed and discharged, and absolutely acquitted, exempted and exonerated, of from and against all, and every the Uses, Estates, Trusts, Powers, Provisoes, Limitations, Covenants, and Agreements, in and by the said several recited Indentures, of the Fourteenth day of May, One thousand seven hundred and forty-six, and the Eighth day of April, One thousand seven hundred and forty-nine, limited, created, provided, and declared, of and concerning the same: But nevertheless, upon the Trusts, and to and for the Ends, Intents and Purposes herein after-mentioned, expressed and declared, (that is to say) Upon Trust, that they the said and

or the Survivor of them, or the Heirs of such Survivor, and shall do with all convenient Speed, by and with the Consent and Approbation of the said *John Williams*, and *Charlotte Maria* his Wife, or the Survivor of them, if living, to be testified in Writing, under their, his, or her Hands and Seals, or Hand and Seal; but if dead, then at the Trustees own Discretion, absolutely sell, convey, and dispose of the said Manor, capital and other Messuages, Farms, Lands, Tenements, Woods, Rents, Hereditaments, and Premises, hereby vested in them as aforesaid, (but without Prejudice to the said Mortgage) unto any Person or Persons that shall be willing to become the Purchaser or Purchasers thereof, either together or in Parcels, for the most Money, and best Price or Prices that can be had or gotten for the same; and shall and do, apply and dispose of the Money arising, and to be produced by

such Sale or Sales, in Manner and for the Purposes herein aftermentioned ; that is to say, in the first Place for the paying and defraying the Charges and Expences attending the obtaining and passing this Act, and executing and completing the Sale or Sales, Conveyances, and Assurances incident thereto, and the Execution of the Trusts hereby created and declared : And in the next Place, in Payment, Satisfaction, and Discharge of the said principal Sum of Five thousand Pounds, now due and owing, and secured on the said Mortgage, or Security so made to the said Sir John Norris, Joseph Kirke, and Richard Symons, as herein before is mentioned ; and afterwards of the several Bond-Debts of the said John Williams, mentioned and comprised in the Schedule thereof hereunto annexed, amounting to the Sum of Six thousand Pounds : And after Payment thereof, and subject thereto, then, upon this further Trust, that they the said

and or the Survivor of them, or the Executors and Administrators of such Survivor shall, and do (by and with such Consent and Approbation as aforesaid, or at the Trustees own Discretion) lay out, apply, and dispose of the Residue and Surplus of the Money, arising by such Sale or Sales, which shall remain after, and shall not be applied in Manner and for the Purposes aforesaid, in one or more Purchase or Purchases of Manors, Freehold Lands, Tenements, and Hereditaments, in Fee-Simple, in Possession, and of Copyhold or customary Messuages, Lands, and Hereditaments, any or either of them, situate and being in some Part of Great Britain, called England : And shall, and do settle, convey, and assure the Manors, Freehold, and Copyhold, or customary Lands, Tenements, and Hereditaments, so to be purchased, to the Uses, upon the Trusts, and in Manner herein aftermentioned ; that is to say, As to the Manors, Freehold Lands, Tenements, and Hereditaments, with their Appurtenances, to the Use of two Trustees in the said intended Settlement to be named, their Executors, Administrators, and Assigns, for and during the Term of One hundred Years from thence next ensuing, upon the Trusts herein aftermentioned ; and from and after the End, Expiration, or other sooner Determination of the said Term, and subject thereto, to the Use of the said John Williams, and his Assigns, for and during the Term of his natural Life : And from and after the Determination of that Estate, by Forfeiture or otherwise, to the Use of two other Trustees, in the said intended Settlement to be named, and their Heirs, during the Life of the said John Williams, upon Trust to preserve the contingent Uses and Estates herein after limited, from being defeated or destroyed ; and for that Purpose, to make Entries, and bring Actions, as Occasion shall require : Yet, nevertheless, to permit and suffer the said John Williams, and his Assigns, to receive and take the Rents, Issues, and Profits thereof, and of every Part thereof, to his and their own Use during his Life : And immediately from and after the Decease of the said John Williams, to, for, upon, and subject to such, and so many of the Uses, Estates, Powers, Provisoes, Limitations, Declarations, and Agreements, in and by the said several recited Indentures of the Fourteenth Day of May, One thousand seven hundred and forty-six, and Eighth Day of April, One thousand seven hundred and forty-nine, or one of them limited, created, expressed, provided and declared, concerning the Manor, Lands, and Hereditaments, in the said County of Essex, as shall be then existing, undetermined or capable of taking Effect : And as to the Copyhold, or customary Messuages, Lands, and Hereditaments, so to be purchased as aforesaid, with their Appurtenances, to, for, upon, and subject to such, and the same Uses, Estates, Trusts, Powers, Provisoes, Limitations, Declarations, and Agreements, as are herein before directed, to be limited and created of the Manors, Freehold Lands, and Hereditaments, so to be purchased as aforesaid, or as near thereto, as by the Rules of Law or Equity, and the Custom of the Manor or Manors, whereof the same Copyhold, or customary Premises shall be held, the same can be done.

And it is hereby further Enacted and Declared, by the Authority aforesaid, that the several Copyhold or customary Lands and Hereditaments, called Church Mead and Boggas, and all other the Copyhold, and customary Lands and Hereditaments, in the said County of Essex, which in and by the said recited Settlement of the Eighth Day of April, One thousand seven hundred and forty-nine, were covenanted and agreed to be surrendered to the Uses, and for the Purposes therein mentioned, shall, from, and after the said Day of One thousand seven hundred and sixty-one, be vested in, and the same are hereby vested in the said and his Heirs ; upon Trust that he the said or his Heirs, shall and do (by and with such Consent and Approbation as aforesaid, or at his or their own Discretion) sell, surrender, and dispose of the same Copyhold, or customary Lands and Hereditaments, unto any Person or Persons that shall be willing to become the Purchaser or Purchasers thereof for the most Money, and best Price and Prices that can be had or gotten for

for the same ; and the Money to arise by such Sale or Sales, shall be paid unto the said and the Survivor of them, his Executors or Administrators, and be by them applied, and disposed of in such Manner, and for such and the same Purposes, as are herein beforementioned, expressed, and declared, touching and concerning the Monies, which shall or may arise by Sale of the said Manor, Freehold Lands, and Hereditaments, in the said County of *Essex*, by this Act vested in Trust to be sold as aforesaid, and to no other Use or Purpose whatsoever.

And it is hereby further Enacted, and Declared, by the Authority aforesaid, that in the Settlement to be made of the Freehold Lands and Hereditaments, to be purchased as aforesaid, the Term of One hundred Years, herein before directed to be thereof limited as aforesaid, shall be declared to be so limited ; upon Trust that they the said and

the Survivor of them, his Executors and Administrators, shall and do yearly, and every Year during so many Years of the said Term, as the said *John Williams* shall happen to live, by and out of the Rents, Issues, and Profits, of the Lands and Hereditaments, in the said Term of One hundred Years, to be comprised, or of a competent Part thereof, raise and levy one Annuity, or yearly Sum of Two hundred Pounds of lawful Money of *Great Britain*, free from all Deductions and Abatements whatsoever, to be payable Quarterly, on four Days, to be therein appointed for the Payment thereof, in every Year, by even and equal Portions : The first Payment thereof to begin, and be made at the End of three Calendar Months, to be computed from the Day on which the Rents and Profits of the Premises to be so purchased, shall become payable. And upon this further Trust, that they the said and

and the Survivor of them, and the Executors and Administrators of such Survivor, shall and do, from time to time, as the said Annuity, or yearly Sum of Two hundred Pounds, or any Part thereof, shall come into their Hands, and be received, lay out, invest, apply, and dispose of the same (by and with the Consent and Approbation of the said *John Williams*, and *Charlotte his Wife*, or the Survivor of them, if living, to be testified by Writing, under his, her, or their Hands and Seals, or Hand and Seal ; but if dead, then at the said Trustees own Discretion) in one or more Purchase or Purchases of Manors, Freehold Lands, Tenements, and Hereditaments, in Fee-Simple, in Possession and of Copyhold or customary Messuages, Lands, and Hereditaments, any or either of them, situate and being in some Part of *Great Britain*, called *England* ; and shall, and do, settle, convey, and assure the Manors, Lands, Tenements, and Hereditaments so to be purchased, to, for, upon, and subject to such and the same Uses, Trusts, Estates, Powers, Provisoes, Limitations, and Agreements (other than and except the said Term of One hundred Years ; and the Trusts thereof declared as aforesaid, as are herein before directed, to be limited and created, touching and concerning the Manors, Freehold, Copyhold, or customary Lands and Hereditaments, to be purchased with the Residue of the Money to arise by Sale of the Premises in the County of *Essex*, hereby vested in Trust to be sold as aforesaid, or so many of them as shall be then existing, undetermined, or capable of taking Effect. And upon further Trust, that they the said and

and the Survivor of them, his Executors and Administrators, shall, and do permit, and suffer the Residue and Surplus of the Rents, Issues, and Profits of the Premises, comprised in the said Term of One hundred Years, which shall remain after, and shall not be applied in Payment of the said Annuity, or yearly Sum of Two hundred Pounds ; and the Costs, Charges, and Expences in raising the same, to be from time to time had, received, and taken by the said *John Williams*, or such other Person or Persons, as, and to whom the Remainder, or Reversion of the same Premises, comprised in the said Term of One hundred Years, immediately expectant on the Determination of the said Term, shall, for the Time being, belong and appertain.

And it is hereby further Enacted and Declared, That in such Settlement so to be made as aforesaid, there shall be inserted a Proviso or Declaration, that when, and as all the Trusts therein to be declared of, and concerning the said Term of One hundred Years shall be executed and performed, and the Costs and Charges of the Trustees, in and about the Execution and Performance of the Trusts of the said Term, shall be fully paid and satisfied ; the said Term of One hundred Years, of and in the Premises therein to be comprised, and of, and in so much, and such Part thereof, as shall not be applied, or disposed of, for the Purposes beforementioned, shall attend and be subservient to the several Uses and Estates in and by this Act directed to be limited, created, and declared, of and concerning the same Premises.

And it is hereby further Enacted and Declared, by the Authority aforesaid, that the

the Sum of One thousand one hundred Pounds, which upon the said Exchange was paid by the said *Elizabeth Abdy*, into the Hands of the said *John Williams*, for Equality of Partition shall be, and is, and are hereby declared to be held and enjoyed, applied and disposed of, by the said *John Williams*, his Executors and Administrators, to such Uses and Purposes, and in such Manner, as he or they shall think proper, freed and discharged from all and every the Uses, Trusts, Powers, Provisoes, and Agreements, mentioned or intended to be thereof limited, created, and declared, of and concerning the same, or the Lands and Hereditaments to be purchased therewith, in or by Virtue of the said recited Indenture of Settlement of the Eighth Day of *April*, One thousand seven hundred and forty-nine; and the Trustees in the same Settlement, their respective Heirs, Executors, and Administrators, are hereby freed and discharged from the Trust and Application thereof.

And it is hereby Enacted, and Declared, by the Authority aforesaid, That in the mean Time, and until such Sale or Sales shall be made of the Manor, Lands, and Hereditaments, in the County of *Essex*, by Virtue and in Pursuance of this Act, the said and the Survivor of them, and the Heirs of such Survivor, shall and do permit, and suffer the Rents, Issues, and Profits of the Premises in the said County of *Essex*, hereby vested in them as aforesaid, to be had, received, taken, and applied to and for the Benefit of such Person and Persons, as would be intitled to, and ought to receive the same in case this Act had not been made.

And it is hereby further Enacted and Declared, That in the mean Time, from and after such Sale or Sales shall be made as aforesaid, and until the Surplus of the Money arising thereby, which shall remain after, and shall not be applied in paying and discharging the Sum and Sums of Money, hereby directed to be issued and paid thereout as aforesaid, shall be laid out in the Purchase of Lands, Tenements, and Hereditaments, pursuant to this Act. And also in the mean Time, from and after the said Annuity, or yearly Sum of Two hundred Pounds, shall be paid, and payable as aforesaid, and until the same shall be laid out in the Purchase of Lands and Hereditaments as aforesaid; it shall and may be lawful to and for the said and the Survivor of them, and the Heirs of such Survivor (by and with the Consent and Approbation of the said *John Williams*, and *Charlotte Maria* his Wife, or the Survivor of them, if living, but if dead, then at the Trustees own Discretion) to place out such Surplus-Money, and also such other Trust-Monies as shall come into their Hands, and be received on Account of the said Annuity of Two hundred Pounds, or otherwise, pursuant to the Trusts hereby in them reposed as aforesaid, upon real or Government Securities, or public Funds, at Interest; and also, from Time to Time, with such Consent and Approbation as aforesaid, to call in the principal Monies so to be placed out, and to place out the same again on new or other Securities of the like Nature at Interest; and that the Interest, Dividends, and Proceed, arising and to be produced from such Securities, shall go, belong, and be paid to such Person and Persons, as would be intitled to the Rents and Profits of the Lands and Hereditaments, hereby directed to be purchased; in Case the same were purchased and settled, pursuant to this Act. And for the promoting and facilitating the Sale of the Premises for the Purposes of this Act,

It is hereby further Enacted and Declared, That all and every Person and Persons, to whom the said and the Survivor of them, or the Heirs of such Survivor shall, by Virtue of this Act, make any Sale or Conveyance of all, or any Part of the Manor, Measurages, Lands, Hereditaments, and Premises hereby vested in them, in Trust to be sold as aforesaid, his and their Heirs and Affigns, shall and may, upon Payment of their respective Purchase-Money to the said and the Survivor of them, or the Heirs of such Survivor, have, hold, and enjoy the Manor, Lands, and Hereditaments, so to them respectively sold and conveyed, absolutely freed and discharged from all and every the Uses, Trusts, Estates, Powers, Provisoes, and Limitations, in and by the said herein before-recited Indenture of Settlement of the Eighth Day of *April*, One thousand seven hundred and forty-nine, limited, created, expressed, and declared of and concerning the said Premises, or any Part thereof; and that the Receipt or Receipts of the said and the Survivor of them, or the Heirs of such Survivor, under their or his Hands or Hand respectively, shall, from Time to Time, be a good and effectual Discharge to the respective Purchaser or Purchasers of the same Premises, hereby directed to be sold as aforesaid, or any Part or Parts thereof, his, her, and their Heirs, Executors, and Administrators, for so much of the said Purchase-Money, as in such Receipt or Receipts shall be expressed to be received; and after such Receipt or Receipts, such Purchaser or Purchasers shall be, and he, she, and they respectively

respectively are hereby absolutely acquitted and discharged of and from the same, and shall not be answerable or accountable for any Loss, Misapplication, or Non-Application of the said Purchase-Money, or any Part thereof.

And it is hereby further Enacted and Declared, That the said and shall not, nor shall either of them, or the Heirs, Executors, or Administrators of either of them, be answerable or accountable for any Money to be received by Virtue of, or under the Trusts hereby in them reposed, any otherwise than each Person for such Sum and Sums of Money, as he shall respectively actually receive; and that no one of them shall be answerable or accountable for the Acts, Receipts, Neglects, or Defaults of the other of them: And also, that the said

and their Heirs, Executors, and Administrators, shall, and may, out of the Rents and Profits of the Premises, hereby vested in them as aforesaid, or out of the Money to arise by Sale thereof, retain to, and reimburse themselves all the Costs, Charges, and Expences, that they respectively shall, or may sustain, expend, or be put unto, in and about the Execution and Performance of the Trusts hereby in them reposed.

Having always to the King's Most Excellent Majesty, his Heirs and Successors, and to the Lord or Lords, Lady or Ladies of the Manor, of which the Copyhold Premises, hereby vested in Trust to be sold, are held, and to the said Sir *John Norris*, *Joseph Kirke*, and *Richard Symons*, their and each of their Heirs, Executors, Administrators, and Assigns; and also to the said *Harriot Marfham*, her Heirs, Executors, Administrators and Assigns, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, and their Heirs, Successors, Executors, and Administrators (other than and except the said *John Williams*, and *Charlotte Maria* his Wife, and the first and other Son and Sons of their two Bodies, begotten, or to be begotten, and the Heirs Male of the respective Bodies of such Sons, and all and every the Daughter and Daughters of the said *John Williams* and *Charlotte Maria* his Wife, begotten, or to be begotten, and the Heirs of the Body and respective Bodies of such Daughter and Daughters, and the Trustees of the Term of Five hundred Years, limited and created by the several Settlements herein before recited, or either of them, for the several Purposes therein mentioned, their respective Executors and Administrators, and the Trustees named in the said Settlements, or either of them, to preserve contingent Remainders, and their Heirs, and the Survivor of them, the said *John Williams*, and *Charlotte Maria* his Wife, his or her Heirs, and all and every other Person or Persons, claiming, or to claim any Use, Estate, Trust, Right, Title, or Interest, either in Law or Equity, of, into, or out of the Manor, Lands, Hereditaments, and Premises, hereby vested in Trust to be sold as aforesaid, by Virtue of, and under the Limitations of the several Settlements herein before recited, or either of them, all such Estate, Right, Title, Interest, Benefit, Property, Possession Claim, and Demand whatsoever, either at Law or in Equity, of, in, to, or out of the Manor, capital Messuage, Messuages, Lands, Hereditaments, and Premises, hereby vested in Trust to be sold, or any Part thereof, as they, every, or any of them had before the passing of this Act, or could, or might have had or enjoyed, in case this Act had not been made.

The S C H E D U L E, to which the A^tt of Parliament doth refer.

			£. s. d.
1755	August 25	To <i>William Round, Esq;</i>	Principal — 300 0 0
	October 13	To <i>Pbilippa Lyddiatt</i>	— Do. — 100 0 0
1756	March 30	To <i>John Williamson, Esq;</i>	— Do. — 1500 0 0
	Decem. 11	To Mr. <i>John Darby</i>	— Do. — 40 10 6
1757	July 12	To <i>John Williamson, Esq;</i>	— Do. — 1500 0 0
1759	Feb. 24	To Messrs. <i>Palmer and Fleetwood</i> Do.	— 166 14 0
	Sept. 8	To <i>Richard Cross</i>	— Do. — 100 0 0
1760	April 14	To Mr. <i>Hugb Green</i>	— Do. — 100 0 0
	June 9	To <i>Thomas Francis, Esq;</i>	Do. — 100 0 0
	Sept. 30	To <i>William Boulton, Esq;</i>	Do. — 100 0 0
	Nov. 11	To Mr. <i>Joseph Padgott</i>	Do. — 130 0 0
	Nov. 14	To <i>Francis Ainell</i>	— Do. — 69 0 0
	Dec. 22	To <i>Philip Roberts</i>	— Do. — 161 0 0
	Dec. 29	To Mr. <i>William Adams</i>	Do. — 200 0 0
1761	Jan. 2	To Mr. <i>William Townsbend</i>	Do. — 350 10 0
	3	To Mr. <i>Edward Codd</i>	— Do. — 60 0 0
	4	To <i>Thomas Brown, Esq;</i>	Do. — 50 0 0
	4	To <i>John Williamson, Esq;</i>	Do. — 150 0 0
	6	To Messrs. <i>Round and Roberts</i>	Do. — 157 10 0
	6	To Mrs. <i>Storey</i>	— Do. — 64 15 6
	7	To Mr. <i>Thomas Eyam</i>	Do. — 600 0 0
			<u>£. 6000 0 0</u>

A C T.

FOR

*Settling the settled Estate of John Williams, Esq; in the County of Essex, in Trustee, to be Sold for raising Money to discharge Incum-
brances, and laying out the Surplus in the Purchase of Lands, and He-
reditaments, to be settled to the Uses limited of the said settled Estate.*

1761.